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9-30-1979

## **Bruno's Food Stores, Incorporated and its subsidiary Food World Incorporated and Retail Clerks Union, United Food and Commercial Workers, Local 1657 (1979)**

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**Bruno's Food Stores, Incorporated and its subsidiary Food World Incorporated  
and Retail Clerks Union, United Food and Commercial Workers, Local 1657  
(1979)**

Location

AL

Effective Date

9-30-1979

Expiration Date

9-25-1982

Number of Workers

2700

Employer

Bruno's Food Stores, Incorporated and its subsidiary Food World Incorporated

Union

Retail Clerks Union

Union Local

1657

NAICS

44

Sector

P

Item ID

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**Comments**

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# AGREEMENT

BETWEEN

**RETAIL CLERKS UNION,  
LOCAL NO. 1657**

AND

**BRUNO FOOD STORES, INC.  
AND ITS SUBSIDIARY,  
FOOD WORLD INC.**

Effective September 30, 1979

Expires September 25, 1982

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# **AGREEMENT**

## **PREAMBLE**

This Agreement is entered into and is effective on this 30th day of September, 1979, between Bruno's Food Stores, Incorporated and its subsidiary, Food World Incorporated, referred to hereinafter as the "Employer" and the Retail Clerks Union, Local 1657, chartered by the United Food and Commercial Workers International Union, referred to hereinafter as the "Union".

It is the intent and purpose of the Employer and the Union to promote and improve labor management relations between them and to set forth herein the basic terms of agreement covering wages, hours and conditions of employment to be observed by the Employer.

In consideration of the mutual promises and agreements between the parties hereto, and in consideration of their mutual desires in promoting the efficient conduct of business and in providing for the orderly settlement of disputes between them, the parties to this Agreement agree as follows:

## **ARTICLE 1**

### **Recognition of the Union**

The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows:

All employees employed by the Employer in the Employer's present and future retail establishments situated within the State of Alabama who are engaged in handling or selling merchandise or performing other services incidental or related thereto, but excluding Store Managers, Co-Managers, Assistant Store Managers, Managers in training, all Guards, Professional Employees, and Supervisors as defined by the Labor Management Relations Act of 1947, as amended.

The Employer further agrees to not recognize, deal with, or enter into contractual relations, either orally or written, with any other labor organizations, agent, individual, or group concerning rates of pay, hours, or other terms and conditions of employment for any employees included in the bargaining unit hereinabove described.

## **ARTICLE 2**

### **Dispute Procedure**

(A) A grievance is defined to be any disagreement between the Employer and the Union as to the interpretation or application of any provision of this Agreement. The Union reserves the right to present grievances through its authorized representatives on either an individual or collective basis.

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(B) Should any difference, dispute or complaints arise over the interpretation or application of any provisions of this Agreement, there should be an earnest effort on the part of both parties to settle such grievances promptly through the following steps:

Step 1. By conference between the aggrieved employee, the shop steward, and/or Union representative, and the manager of the store. If the grievance is not

settled within three (3) days, it shall be reduced to writing and a copy of the grievance shall be given to the store manager and then it shall be processed in Step 2.

Step 2. By conference between an official of the Union, the supervisor and a representative of the Employer. If the grievance is not settled within five (5) days it may be referred to arbitration as set forth in Section C below.

(C) The Union and the Employer shall appoint a representative to meet in an effort to settle the grievance. If the representative of the Employer and the representative of the Union fail to settle the complaint within forty-eight (48) hours, those two persons shall request the Federal Mediation and Conciliation Service to provide a panel of persons from which an Arbitrator shall be selected by alternative strikes by the two representatives. The Arbitrator so selected shall decide the issue(s) submitted to him and his decision shall be binding on the Union, Employer, and employee. The expense of the Arbitrator shall be divided equally between the Employer and the Union.

Only grievances involving the same issue may be heard by an Arbitrator at one time without the agreement of both the Employer and the Union.

The Arbitrator shall not have the right to change any portion of this Agreement.

In the event the Union and Employer disagree on the interpretation and/or application of a decision, then both parties shall request clarification from the Arbitrator and such clarification shall become a part of the decision and shall be binding on the Union, the Employer, and the employee.

(D) The Employer may discharge any employee for just cause. The Employer will notify the Union, in writing, of any discharge. The Union may file a written complaint with the Employer within seven (7) days after notification, asserting that the charges were improper, and in setting forth its objections thereto. Such complaint must be taken up promptly and if the Employer and the Union fail to agree within forty-eight (48) hours, it may be referred within seven (7) days to the Board of Arbitration, as set forth in Section C above. Should the Board determine that it was an unfair discharge, the Employer shall pay the employee for time lost, if the Board so decides.

(E) The Union shall have the right to determine if an employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be binding on the employee and the Union.

Grievances must be taken up promptly and no grievance shall be discussed unless the outlined procedure has been followed. No grievance will be considered or discussed which is presented later than thirty (30) calendar days after such has happened.

(F) The Employer shall have the right to call a conference with the shop steward or official of the Union for the purpose of discussing his grievance or criticism.

(G) The store manager will grant access to the store and all work areas therein to an authorized Union representative at any time that employees are working on the premises for the purpose of satisfying himself that the terms of this Agreement are being complied with.

(H) No employee shall be discriminated against by the Employer for upholding Union principles or engaging in activities of the Union.

(I) It is agreed that Step 1, and 2, of this Article may be waived if mutually agreed to by the Employer and the Union in writing.

### ARTICLE 3

#### Conditional Union Security Clause

(A) The Union security proviso specified in (B) below is acknowledged by the Employer and the Union as presently inoperative because it is contrary to the statutes of the State of Alabama, enacted pursuant to Section 14 (B) of the LMRA of 1947.

However, should any Federal or State legislation hereafter legalize the operation of said union security proviso, or any other form of union security, the Employer and the Union agree that said proviso, or other form of union security to the maximum extent permitted by law shall be put into full force and effect as a part of this Agreement beginning upon the earliest date permitted by such enabling legislation.

(B) It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union. For the purpose of this paragraph (B) only, the effective date of this Agreement is referred to above shall be determined in accordance with the provisions of paragraph (A) above. E7  
1

#### ARTICLE 4 Separability

Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any federal or state law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal or State Law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described. E38

#### ARTICLE 5 Management Rights

The management of the business and the direction of the working forces, including the right to plan, direct, and control store operations, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain reasonable rules and regulations covering the operation of the stores are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee. E121

SECTION 1. The power of discharge and discipline for just cause, to promote and demote, lies with the Employer. It is agreed that this power shall be exercised with justice with regard to the rights of the employees and that this power will not be used to discriminate against any employee.

SECTION 2. The power to discharge and discipline for just cause, to promote and demote, shall be subject to the grievance procedure. If such grievance is decided in favor of the employee, he shall be entitled to reinstatement and if the Arbitrator decided that the employee is entitled to pay for lost time, such pay will not exceed the straight time pay for the basic work week.

#### ARTICLE 6 Company Meetings

The Union will advise the Employer of the schedule of its regular meetings and no Company meetings will be held so as to conflict therewith. Employees in the bargaining unit shall not be required to attend company meetings on their scheduled day off, and time spent by employees in attending Company meetings shall be considered as time worked and paid for accordingly.

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**ARTICLE 7**  
**Probationary Period**

The first sixty (60) days of any new employee's tenure shall be considered as probationary. Employees may be terminated during such period for any reason other than for upholding Union principles or engaging in activities of the Union. Probationary employees shall have no seniority rights, but upon successful completion of said probationary period, seniority rights shall date back to the initial date of employment. Newly hired employees shall not be qualified for holiday pay or other benefits whatsoever during the first sixty (60) days of employment.

**ARTICLE 8**  
**Clerks Work Clause**

All work services connected with, or incidental to the operation of the Employer's Retail Establishment, including handling or selling of all merchandise shall be performed only by employees within the appropriate unit as defined in this Agreement.

The following are excluded from the preceding paragraph: Beverages, GMS Housewares, pet supplies, bread, crackers, cakes, cookies, milk, ice cream, potato chips, French's spices and tobacco products.

No supervisory employee shall perform clerks work, except in case of emergencies beyond the control of the Employer.

In the event of a violation of this Article, the Employer will pay to the senior employee not working forty (40) hours that week, the amount of time spent in such violation at the employee's regular rate of pay. If this should result in the employee receiving more than forty (40) hours pay, the hours in excess of forty (40) would go to the next senior employee not working forty (40) hours that week.

**ARTICLE 9**  
**Employment of Employees**

Upon the employment of any newly hired or re-hired employee, the Employer agrees to notify the Union in writing within ten (10) days thereafter of such employment, furnishing the Union with the following information:

The employee's name, residence address, social security number, classification, location of employment, and date of employment. When requested by the Employer to do so, the Union agrees to provide the Employer with suitable forms for this purpose.

**ARTICLE 10**  
**Separation Pay**

Any employee with more than six (6) months service who is laid off or discharged for any reason, other than proven dishonesty, drinking or drunkenness on the job, or other gross misconduct, including but not limited to, willfully damaging company property, leaving job without permission of supervisor, insubordination and fighting, shall in addition to such pay as may be then due, receive one week's pay or one week's notice in lieu thereof. A part-time employee will receive pay for the average hours worked in the four (4) weeks immediately preceding said layoff or discharge (not to exceed forty (40) hours) or one (1) week's notice in lieu thereof. Such separation pay shall be paid in a lump sum.

**ARTICLE 11**  
**Jury Duty**

Employees required to report for, or serve on, jury service on any scheduled workday shall be paid a full basic workday's pay for each such day, less any remuneration received by the employee for such jury service, provided, however, that a day's pay for part-time employees shall be paid for the number of hours regularly scheduled for the employee on the day in question.

When the employee is summoned for jury duty, he will immediately notify the store manager, giving him the date such duty will commence.

## ARTICLE 12 Seniority

(A) 1. Seniority shall be separate among full-time and part-time employees and shall be defined as the length of continuous employment with the Employer. Seniority for lay-offs shall be administered in accordance with "B" of this Article.

2. Agreed upon seniority lists shall be established and maintained by the following classification, and such lists shall be mailed to the Union semi-annually.

Classifications: Grocery Clerks, Produce Clerks, Utility Clerks, Bakery Clerks, Checkers, Wrappers, Dairy-Frozen Food Department Heads, Grocery Department Heads, Produce Department Heads, Assistant Produce Department Heads, Head Checker, Assistant Head Checker, Apprentices, Journeyman, Boxman, Meat Department Head, and Assistant Head Clerk (where weekly store volume is \$100,000 or over).

An employee will be placed in the classification in which they perform the majority of their duties.

3. (a) Promotions to Department Head or Assistant Department Head positions shall be based on seniority and ability to perform the work provided their past six (6) months performance records are relatively equal. All other promotions shall be by seniority. Going from part-time to full-time is a promotion.

(b) The Employer shall notify the President of the Union in writing of all promotions within forth-eight (48) hours after such promotion becomes effective.

Upon receipt of such notice of promotions, the Union will send notice of such promotions to each store no later than the following Friday. All notices shall be posted on the bulletin board and shall remain posted for a period of fifteen (15) days. Any employee with more seniority than the promoted employee may file for such position by completing a bid form supplied by the Union. All bids must be filed within fifteen (15) days from the date of the notice. Employees who fail to file a claim during this fifteen (15) day period shall forfeit all rights to file claim for such promotions. All bids received will be submitted to the Employer Personnel Director. At the end of the fifteen (15) day period, the Employer shall award the job in accordance with Section (A) 3 (a.) The employee being awarded the job shall be placed in such position within seven (7) days. Disputes arising over any promotion shall be resolved as provided in the Dispute Procedure, Article 2, Section (C) and (E).

4. Seniority may be broken only by quitting, justifiable discharge, absence from work three (3) working days without permission, failure to report to work from layoff within forty-eight (48) hours after notification, being on a layoff for a continuous period of six (6) months or more, or failure to return to work in accordance with the terms of leave of absence.

(B) 1. In case of a layoff of any employee, "seniority" shall be applied in separate seniority units by county.

2. On layoff, the least senior full-time employee in their classification in their store has the following options.

(a) They may displace the least senior full-time employee in their classification in their county. If they are the least senior full-time employee in their classification in their county, they may:

(b) Displace the least senior full-time employee, first in their store then in their county, and then in the bargaining unit, irrespective of their classification, providing they have the ability to perform the work. If they are the least senior full-time employee in their county, they may:

1. Accept part-time work in their classification in their store claiming a part-time



schedule based on their seniority, or

2. Go on lay-off status.

3. An employee who waives his option under subparagraph a, and b above, may exercise only the option under subparagraph (1) and (2) above.

4. Part-time employees shall be laid off under the same rules specified for fulltime employees in paragraph (B). If they wish to exercise their seniority on the county basis, and then in the bargaining unit, they must advise their store manager.

5. Once an employee accepts one of the options above, they have no right to any additional options.

6. In the application of subparagraph (b) above it is understood that classifications other than Journeyman and Apprentice shall not have the right to bump into the Journeyman and Apprentice classifications.

7. It is understood that an employee shall not be allowed to bump into a promotable job.

8. It is understood that each employee's seniority within each classification shall be based on the employee's length of continuous service with the Employer, and there shall be no loss or forfeiture of seniority when an employee is promoted or transferred from one classification to another.

(C) Employees who are laid off due to a reduction in the work force shall be recalled in accordance with their seniority before the hiring of any new employees.

(D) Employees who are employed by the Employer and who are not in the bargaining unit that are placed in any capacity within the bargaining unit shall be treated as newly hired employees in regard to seniority among employees already in the bargaining unit. This shall exclude newly promoted employees for a period of ninety (90) days from date of such promotion and shall exclude employees who become bargaining unit employees as a result of negotiations between the Employer and the Union.

An employee promoted to a management position outside the bargaining unit may be returned to the bargaining unit without loss of accrued bargaining unit seniority rights.

An employee transferred to a position outside this bargaining unit but in another bargaining unit with the Employer, may return to this bargaining unit without loss of seniority.

(E) DEMOTIONS: Employees who are promoted and subsequently are either voluntarily or involuntarily reduced within one (1) year shall be returned to the store from which they were in upon being promoted.

#### ARTICLE 13

##### **No Strikes or Lockouts**

60/ (A) During the term hereof, the Union agrees there shall be no strikes, or any other interference with, or interruption of, the normal conditions of the Employer's business by the Union or its members. The employer agrees there shall be no lockout.

(B) However, no employee shall be required to cross a picket line when his health and/or safety would be endangered.

#### ARTICLE 14

##### **Leaves of Absence**

The Employer will grant leaves of absence without pay to employees for the following reasons:

###### **A. Pregnancy:**

1. A female employee shall be granted a pregnancy leave of absence to begin at a time, prior to childbirth, that the employee's doctor determines she should no

longer work. The leave will expire at such time as the employee's doctor determines she may safely return to work.

2. If an employee on pregnancy leave of absence seeks employment elsewhere and is employed, she shall lose all seniority rights.

3. When returning from her leave, the employee shall give the Store Manager fourteen (14) days notice as to the date the employee's doctor will release her to return to work. If the employee does not return to work at the time the leave expires, she shall be considered to have voluntarily resigned as of the last day worked.

B. *Illness or injury* of the employee which requires absence from work.

C. *Personal reasons* acceptable to the Employer and approved in advance.  $\frac{G12}{1}$

D. *Serious illness, injury or death* in the employee's immediate family, as defined in Paragraph G of this Article. An employee must apply for such leave in writing.

Leaves under (A) and (B) above, shall be supported by medical evidence, and shall be only for the duration of such pregnancy, illness or injury, but in no event for more than one (1) year.

Leaves under (C) and (D) above, shall be granted for not more than thirty (30) days, unless extended by mutual agreement.

E. *Military Leave*: Any employee in service under provisions of Federal Law shall be returned to his job in accordance with such laws.  $\frac{G12}{1}$

F. *Union Business*: The Employer shall grant the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided the Employer is given at least one (1) week's notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year, nor more than one (1) per store.  $\frac{G10}{1}$

G. *Funeral Leave*: In case of a death in the immediate family of an employee, the employee shall be paid for a reasonable period of absence, depending upon the circumstances, but in no event to exceed three (3) days, provided he attended the funeral. In no case will he receive more than his normal week's pay. "Immediate Family" shall mean Spouse, Parent, Mother-in-law, Father-in-law, Child, Brother, Sister, Grandparents, Grandchildren, or any relative residing with the employee.  $\frac{G14}{3}$

H. Time spent on leave of absence will not be counted as time worked for the purpose of wage computation but will not result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in case such employee works for the Union. The first sentence of this paragraph shall not apply to (F) of this Article.

I. Upon return to work from a leave of absence, the employee shall be restored to the job previously held or a job comparable with regard to work and rate of pay.

#### ARTICLE 15 Injury On The Job

When an employee is injured on the job performing assigned duties there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. When such employee returns to work following the injury and is certified as ready to perform all regular duties but requires medical treatment as a result of the same injury, the Employer is to provide both the time for medical care and the number of hours required to go to and from the doctor's office.

#### ARTICLE 16 Merit Raises

It is agreed and understood that no merit raise will be given without first receiving permission from the Union.

## ARTICLE 17 Work Schedules

Schedules will be made according to seniority where employees are available to work available hours. Not later than Friday Noon preceding each workweek, the Employer will arrange and post on a suitable bulletin board within the store, a schedule of the employees working hours for the following workweek. Such schedule shall list all employees by name with their starting and finishing times, meal periods, breaks and days off. No change shall thereafter be made in said schedule unless for emergency reasons and only by agreement of the employee involved and the store steward; however, in the event of the absence of a scheduled employee, then the store manager will call in the most senior non-scheduled employee, scheduled for thirty-two (32) hours or less that week, if he needs to fill the vacancy. Employees shall be paid for all time worked.

Part-time clerks and utility clerks will be scheduled for a minimum of twelve (12) hours per week if the employee is available. Said schedule will allow the most senior part-time and utility clerks to claim their respective part-time and utility clerks' weekly schedules by seniority.

## ARTICLE 18 Meal and Break Periods

All hours of work shall be consecutive except for meal periods which shall be one (1) hour. No employee shall be required to work more than five (5) hours without a meal period. The Employer agrees to grant all employees a fifteen (15) minute break for each four (4) hours worked not to exceed two (2) rest periods in any one (1) day. The Employer shall schedule breaks as near the middle of each four (4) hours of work as practical. Two (2) breaks shall be given for seven (7) hours or more. 621  
30

SECTION 1. Each store will have a suitable rest area or lounge for its employees located within the store.

## ARTICLE 19 Previous Experience

All new employees hired after the signing of this Agreement shall receive credit for previous experience comparable with other grocery chains, comparable to Bruno's within the past five (5) years, when such experience is verified in writing. Previous experience will be used only in determining the wage rate they will receive. Claims for adjustments must be made within thirty (30) days after employment.

## ARTICLE 20 Working Conditions

A. The basic straight time workweek shall consist of forty (40) hours to be worked in five (5) days. F9/50 F11/400

B. The basic straight time workday shall consist of seven (7), eight (8), or nine (9) hours with no more than two (2) nine (9) hour work days in a workweek, with one (1) uninterrupted hour off for a meal period at approximately the middle of the workday.

C. In any calendar week in which a holiday occurs, overtime pay will not be due until the hours actually worked exceed forty (40) hours. However, no employee shall be required to work more than thirty-two (32) hours in a holiday week.

D. Overtime is defined as work in excess of straight time workday and/or workweek described above. Overtime work shall be paid for at one and one-half (1½) times the employee's regular rate of pay. F15  
80  
F17  
115  
F21  
400  
F24  
115

E. Employees shall be guaranteed work for a full workday as defined, in this Agreement, or pay in lieu thereof, on each day that they report to and remain available for work as scheduled by the Employer. Provided, however, that part-time employees shall be guaranteed work as scheduled, or pay in lieu thereof, but in no case for less than four (4) hours, if the employee is available.

- F. There shall be no split shift worked by any employee.
- G. Any employee absent on a scheduled workday will notify the store manager as soon as possible prior to his scheduled working time.
- H. There will be a ten (10) hour break between the shifts of night stock crews.
- I. In case of temporary transfer of a regular full-time or part-time employee, at the request of the Employer, involving more than ten (10) additional miles of travel per day, the employee will be reimbursed for the additional miles of travel at fourteen cents (\$.14) per mile. E 27  
1

## ARTICLE 21 Premium Work

Work performed by employees on any of the following days, or between the hours specified below, shall be considered as premium work and paid for according to the rates of pay set forth herein.

**Sunday:** All hours worked on Sunday shall be on a voluntary basis and will be outside the basic workweek for full-time employees and all hours worked by any employee will be paid for at time and one-half the employee's straight time hourly rate. There will be no pyramiding of premium pay and any hours paid for at premium pay will not be counted in computing overtime. F 50  
115

**Sunday Work:** Beginning with the schedule posted Friday, October 12, 1979, any employee desiring to volunteer for Sunday work shall sign their name to the volunteer schedule. The list will then be made to conform to seniority dates. The manager will schedule the amount of employees needed beginning with the top of the list. After those employees work their name will go to the bottom of the list and continue to rotate in the above manner. Anyone desiring to volunteer for Sunday work after October 12, 1979 will sign their name to the bottom of the list.

In the event there are not sufficient volunteers to man the store, the Employer shall have the right to schedule qualified employees to work in reverse order of seniority by classification.

**Holidays:** Two times the employee's regular rate of pay. G 3 1/2

A forty-cents (\$.40) per hour premium shall be paid for all hours of any shift worked by any employee when any part of the shift falls between the hours of twelve o'clock midnight and five o'clock A.M. F 4 1/4

The Union recognizes the need for certain employees to work performing close up duties and checking out and therefore, employees whose work day is completed within one (1) hour after store closing shall not be entitled to the night premium pay as provided for above.

All employees assigned to the night stock crew shall be paid the night premium for all hours worked.

## ARTICLE 22 Full-Time Employees

A full-time employee is any employee who works or is scheduled to work the basic workweek as defined in this Agreement.

Part-time employees who occasionally work thirty-two (32) or more hours in a week shall not be considered full-time employees. However, part-time employees who average working thirty-two (32) hours or more per week for a continuous period of thirteen (13) weeks shall be reclassified to full-time status, forty (40) hours per week. For the purpose of this clause, Sunday and Holiday work will not be counted in the thirteen (13) week average, nor will the average be applied to create a full-time person where someone is stepped up in hours to cover vacation relief, sick leave replacement, or other such temporary situations. During the months of May through October it will not apply to students. In no event shall any hours worked on Sunday be considered in the determination of any employees full-time status.

Part-time employees shall be given full-time employment before new employees are hired for full-time work, if the part-time employee is available for work.

#### **ARTICLE 23 Time Records**

The Employer shall make suitable provisions for recording the hours worked by each employee covered by this Agreement, either through the use of time clock or such other method as may be satisfactory to the Union.

When requested to do so, the Employer will make such records available to an authorized representative of the Union for examination provided a dispute has arisen of time worked.

Failure of the Employer to comply with this provision shall not jeopardize an employee's right to wages for hours worked as claimed, and any dispute arising between the parties hereto because of such failure, shall be promptly settled through the grievance and arbitration provisions of this Agreement, with full consideration being given to any relevant and pertinent evidence tending to support the employee's claim.

#### **ARTICLE 24 Off Clock Clause**

The Employer and the Union agree that a proven violation of established time clock rules including working before punching in or after punching out may subject such an employee to disciplinary action up to and including discharge.

#### **ARTICLE 25 Register Shortages**

No employee shall be held responsible for pan shortages unless adequate procedures have been established by the Employer, and approved by the Union, through which the employee is allowed to check monies in and out of his/her assigned register pan at the beginning and end of each period of work with said register, and provided further that the employee shall have sole access to his/her assigned register pan in the interim.

No employee shall be required to make good any bad checks cashed, unless said checks are cashed in violation of posted store rules and regulations.

#### **ARTICLE 26 Department Heads**

SECTION 1. *Designation.* The following classifications are designated as department heads, shall be full-time employees, and shall be paid as provided in Schedule "A" Wages.

- a. Meat Department Head
- b. Produce Department Head
- c. Head Checker
- d. Grocery Department Head
- e. Dairy-Frozen Food Department Head
- f. Bakery Department Head
- g. Assistant Grocery Department Head

#### **SECTION 2. CLASSIFICATION OF DEPARTMENT HEADS**

A. Grocery, Produce, Meat, Dairy-Frozen Food Department Heads, Assistant Grocery Department Heads and Head Checkers will be classified, based on the average weekly sales as shown in Schedule "A" Wages for a three (3) month period, beginning on the anniversary dates of this Agreement.

B. On new stores or stores which may be remodeled, the Grocery, Produce, Dairy-Frozen Food, Assistant Grocery Department Heads, Meat Department Head,

and Head Checkers, shall be paid his previous rate for fourteen (14) weeks. At the end of the fourteen (14) weeks, the store will be re-classified based on the average weekly total sales for the twelve (12) weeks immediately following the first two (2) weeks after opening or remodeling and their rates will then be adjusted to the new classification.

#### ARTICLE 27 Special Apparel and Equipment

The Employer agrees to furnish special apparel for all employees and replace as needed and maintain any special apparel and equipment commonly worn or used by the employees in the performance of their work. E 33

The term special apparel shall apply to garb not customarily worn as normal apparel, such as smocks, aprons, caps or other apparel designed to identify the wearer as an employee. The Employer shall furnish a reasonable number of rain capes for employees carrying out groceries.

#### ARTICLE 28 Shop Stewards

The Union shall have the right to designate a maximum of two (2) stewards in each store covered by this Agreement. The Union shall furnish the Employer with a complete list of stewards, which will be supplemented from time to time.

The stewards, or other individual employees covered hereby, shall not be considered agents of the Union for the purpose of calling strikes, or causing shut downs or in any way interfering with the normal operations of these stores. The shop stewards shall perform their duties with the least inconvenience to the Employer as possible. The shop stewards shall not use their position as shop steward as an excuse to avoid performing their duties to the Employer.

All stewards in each of the Employer's stores including chief steward, co-steward, etc. shall receive a total of twelve dollars (\$12.00) per week, per store, over their regular rate of pay, to be divided and distributed among them in such portions or shares as the Union shall determine and advise the Employer.

In the interest of promoting co-operative relations, the store manager will introduce each new employee in their store to the Union shop steward within one (1) week after the new employee reports to work. At this meeting, which shall take place during working hours, the shop steward shall give the new employee a copy of the contract and shall explain its operations. The shop steward may answer any questions the new employee asks, may request the new employee to join the Union and make arrangements for the new employee to become a member.

#### ARTICLE 29 Union Store Card

The Union agrees to issue a Union Store Card to the Employer under the rules governing Union Store Cards set forth in the Constitution of the United Food and Commercial Workers International Union. Such Union Card is, and shall remain, the property of the said International Union and the Employer agrees to surrender said Union Card to an authorized representative of the Union on demand in the event of failure by the Employer to observe the terms of this Agreement or the conditions under which said Union Store Card is issued.

#### ARTICLE 30 Vacations

All employees, unless otherwise specifically exempted herein, shall receive an annual vacation with full pay therefore, as follows:

One (1) week after one (1) year. G 36-10

Two (2) weeks after three (3) years. G 40-20

Three (3) weeks after seven (7) years. G 44-30

Four (4) weeks after fourteen (14) years.

Five (5) weeks after twenty (20) years.

Full pay for each week of the vacation periods specified above.

Such vacation pay shall be paid to the employee prior to the start of his vacation, if requested, and when any holiday named in Article 31 of this Agreement falls within the employee's vacation, an additional day off with pay shall be added to the employee's vacation, or pay given in lieu thereof as if the employee had worked on such holiday.

Vacation periods shall be scheduled by the Employer with due regard to the seniority of employees, and employees will be given two (2) weeks advance notice of their scheduled vacation period. No vacation until qualified for vacation.

Vacation pay for employees returning from absence from work will be reduced as follows:

1. Absence from work up to 90 days will not reduce vacation pay.
2. Absence from work of 90 days but less than 180 days will reduce vacation pay by one-fourth ( $\frac{1}{4}$ ).
3. Absence from work of 180 days but less than 270 days will reduce vacation pay by one-half ( $\frac{1}{2}$ ).
4. Absence from work of 270 days or more will disqualify an employee for vacation pay for that year.

Vacation seniority and rights shall not be affected by the sale or transfer of the stores in which the employees work, and in such instances, employees shall be paid vacation pay prorated to the time of such sale or transfer by the selling Employer. An employee discharged for dishonesty shall forfeit all rights to vacation then due.

### Eligibility

1. A full-time employee will be eligible for one (1) week vacation as of their first anniversary of their beginning date of employment.
2. After qualifying for their first one (1) week vacation, a full-time employee who has completed one (1) year of service (but less than three) prior to January 1, is eligible for one (1) week of vacation as of January 1.
3. A full-time employee will become eligible for a second week of vacation as of their third anniversary of employment.
4. After qualifying for their first two (2) week vacation, a full-time employee who has completed three (3) years of service prior to January 1, is eligible for a two (2) week vacation as of January 1.
5. A full-time employee will become eligible for a third week of vacation as of the seventh anniversary of employment.
6. After qualifying for their first three (3) week vacation, a full-time employee who has completed seven (7) years of service prior to January 1, is eligible for a three (3) week vacation as of January 1.
7. A full-time employee will become eligible for a fourth (4th) week of vacation as of their fourteenth anniversary of employment.
8. After qualifying for their first four (4) week vacation, a full-time employee who has completed fourteen (14) years of service prior to January 1, is eligible for a four (4) week vacation as of January 1.
9. A full-time employee will become eligible for a fifth (5th) week of vacation as of their twentieth (20th) anniversary of employment.
10. After qualifying for their first five (5) week vacation, a full-time employee who has completed twenty (20) years of service prior to January 1, is eligible for a five (5) week vacation as of January 1.



G 60

A part-time employee who is not entitled to vacation according to the preceding vacation policy shall be granted a part-time vacation under the same general rules as provided in the preceding policy for full-time employees.

Part-time vacations will be figured on the average hours worked in a vacation qualifying year.

#### ARTICLE 31

##### Holidays

The following days shall be recognized and observed by the Employer as holidays:

New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Employee's Birthday.

Any other day observed by the Employer and on which the store is closed to the public shall be a holiday.

All employees shall be paid for the above holidays as follows:

Full-time employees — eight (8) hours straight time pay.

The birthday holiday will be observed the Monday following the employee's birthday, except in the event the Monday falls in a week in which another holiday named in this Article occurs in which case the Monday following such week will be observed.

Employees with one (1) year's service as of their birthday will qualify for the birthday holiday.

Employees with one (1) year or more service shall receive three (3) additional day's pay with their first week of vacation in lieu of a seventh (7th), eighth (8th) and ninth (9th) paid holiday.

A part-time employee who has worked in twelve (12) or more weeks shall be entitled to holiday pay for the holidays set forth in Article 31. Employees who are absent on their own accord during a holiday week shall be paid for the hours actually worked, except where absence is caused by proven illness or is excused by the Employer. The employee shall receive the holiday pay provided he worked any part of the holiday week. Holiday pay shall be figured on the average hours worked for the last four (4) weeks worked immediately preceding the holiday week on the following basis.

##### Average Hours Worked

Less than 32 hours

32 hours or more

##### Holiday Pay

4 hours

8 hours

The right to holiday pay shall be forfeited by employees who fail to work their scheduled workday next prior to and after the holiday, unless absence from work on such days is because of any of the following reasons:

- A. Illness or accidental injury of the employee.
- B. Excused from such work by the store manager.
- C. Authorized funeral leave as provided for in this Agreement.

Holiday work shall be considered as premium work and paid for at two (2) times the employee's regular rate of pay.

#### ARTICLE 32

##### Check Off of Dues

The Employer agrees to deduct Union dues, initiation fees, and assessments weekly from the wages of employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be irrevocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of employees.



In the event no wages are then due the employee or are insufficient to cover the required deduction, the deduction for such week shall nevertheless be made from the first wages of adequate amount next due to the employee and thereupon transmitted to the Union.

The sums so deducted by the Employer shall be remitted on a monthly basis to the local Union. It is understood that the Employer's responsibility for the performance of this service is strictly limited to the delivery of such dues, initiation fees, and assessments, to the Union and that the Employer incurs no liability as the result of inadvertent failure to deduct sums authorized for deduction by any employee. The Union will indemnify the Employer for all claims arising out of the Employer's compliance with this check off provision.

The Employer shall promptly notify the Union in writing of any revocation of the aforesaid authorization.

The Employer shall forward, each week, a copy of the amount deducted from the pay of each employee, to the President of the Union.

### ARTICLE 33 Wage Statements

The Employer shall establish regular weekly pay days and furnish to each employee on such pay days, a wage statement showing the period of time covered, name of the employee, straight time and overtime hours worked, total amount of wages paid and itemized deductions made therefrom. A similar statement will be given to the employee upon termination of employment.

### ARTICLE 34 Wages

Wage rates for specified job classifications shall not be less than as set forth in schedules attached hereto, as a part of this Agreement and shall be maintained for the life of this Agreement.

When a job classification is established by the Employer, for which no rate of pay is provided in said schedules, the Employer agrees to meet with the Union upon its request for the purpose of negotiations for wage rate for such classification.

The wage rate agreed upon as the result of such negotiations shall be effective from the date of the establishment of the new job classification. If agreement between the parties is not reached within thirty (30) days from the date of the Union's request for such negotiations, the matter may be referred by either party to the arbitration procedures as set forth in this Agreement, and the decision shall be binding upon the parties for the remaining term of this Agreement.

Part-time employees after six (6) months service will advance to the beginning full-time rate and progress each nine (9) months thereafter.

It is understood that when an employee is assigned to a job with a lesser rate of pay the employee will be entitled to the regular rate of pay, unless due to a decrease of work, the employee has been regularly assigned to a lower rated job and desires to retain such a job rather than accept a layoff.

**Relief Pay** — An employee will be assigned to relieve a Head Checker, Produce Department Head, Meat Department Head, Boxman, Grocery Department Head, Dairy - Frozen Food Department Head, Bakery Department Head, Assistant Head Checker, Assistant Head Clerk, and Assistant Produce Department Head, who is absent for one (1) week or more and shall receive the minimum contract rate effective in the store involved for such time spent on relief.

**ARTICLE 35**  
**Voting Time**

During the general elections (National and State) employees shall be granted reasonable time off, with pay, to vote providing time off is necessary. Employees shall show proof of voting registration if required by the Employer.

**ARTICLE 36**  
**Bulletin Boards**

The Employer will provide a bulletin board in each store. The Union may post notices necessary for conducting Union business with prior approval of the Employer.

**ARTICLE 37**  
**Union Cooperation**

A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer. E70  
3

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping of the stores and in caring for equipment and machinery. #42  
1

C. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity of such changes and improvements.

D. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

E. The Union agrees to cooperate in correcting inefficiencies of members which might otherwise necessitate discharge.

**ARTICLE 38**  
**Health & Welfare**

A. 1. The term "eligible employee" shall mean an employee who has worked an average of twenty-eight (28) hours per week for a period of eight (8) consecutive calendar weeks (224 hours). Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks (224 hours) and such date shall hereinafter be referred to as his eligibility date.

2. In the case of part-time employees, the term "Eligible employee" shall mean an employee who has worked an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first of any month. Such an employee becomes eligible for health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) consecutive calendar weeks and such date shall hereinafter be referred to as his eligibility date.

B. 1. The Employer shall contribute seventy-one dollars (\$71.00) per month for each eligible employee (effective May 1, 1980, eighty-one dollars (\$81.00) per month) to the Retail Clerks Union and Employers Insurance Fund, which fund is a jointly administered Employer and Union Trust Fund, as provided in the Trust Agreement.

2. The Employer shall contribute twenty-five dollars and fifty cents (\$25.50) per month effective May 1, 1980, thirty dollars and fifty cents (\$30.50) for each eligible part-time employee.

3. The Employer shall contribute for each eligible employee, whether full-time or part-time, one dollar (\$1.00) per month (effective May 1, 1979, one dollar and fifty cents (\$1.50) per month; effective May 1, 1980, two dollars (\$2.00) per month to the Retail Clerks Union and Employers Legal Assistance Fund as provided in the Trust Agreement.

4. On full-time and part time Health and Welfare contributions, excluding Legal Assistance Fund, for 1981 and 1982, the Company will contribute the same amounts on the same dates as Big Apple and Colonial in Atlanta; however, no additional Funds will be included in this Agreement as the Legal Assistance Fund was included in 1979. Also, no contribution on retirees will be made regardless of what Big Apple and Colonial do.

C. Contributions to each Trust Fund shall be discontinued as of the first of the month immediately following:

1. A lay-off or leave of absence of thirty calendar days or more except as otherwise provided below:

2. The employee's ceasing to be an eligible employee due to his failure to work an average of twenty-eight (28) hours or more per week for eight (8) consecutive calendar weeks (224 hours) or in the case of a part-time employee, due to his failure to work an average of twelve (12) hours or more per week for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he would normally have worked in such week or weeks.

D. Contributions to each Trust Fund shall be continued under the following conditions:

1. In case of illness, pregnancy, non-compensable injury, six (6) months contribution following the month in which the illness or injury occurred:

In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim.

2. The Employer agrees to pay the contributions to each Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking, or drunkenness on the job or resigns to go into business for himself.

E. Employee contributions which have been discontinued as provided in paragraph D-1, will be resumed on the first day of the month following return to work on the Employer's active payroll after illness, injury or pregnancy.

F. The "eight (8) consecutive calendar weeks" referred to in paragraph A shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month.

G. When an employee fails to qualify for the twenty-eight (28) hour contribution as provided in Paragraph B-1 but qualifies for the twelve (12) hour contribution provided in Paragraph B-2, that contribution shall be made when the contribution provided in Paragraph B-1 is discontinued.

#### ARTICLE 39 Non-Discrimination

The Union and the Employer each agree, separately and collectively, that the employment practices followed, shall be without regard to race, color, religion, age, sex, or national origin, and that equal opportunity for employment shall be assured each qualified individual.

#### ARTICLE 40 Pension Plan

A. The Employer agrees to contribute to a jointly administered Trust Fund to be known as the RETAIL CLERKS UNIONS AND EMPLOYERS PENSION FUND the sum of twenty-two cents (\$.22) per hour for all hours paid, up to and including forty (40) hours a week, for all employees in the bargaining unit herein described and for probationary employees. Hours paid shall include paid hours of vacation, holidays,

and other hours of leave paid for by the Employer. Such contribution shall be made on or before the twentieth (20th) day of each month for the preceding calendar month.

(Effective January 1, 1980 the contribution shall be increased to twenty-five cents (\$.25) per hour. Effective January 1, 1981 the contribution shall be increased to thirty cents (\$.30) per hour. Effective January 1, 1982 the contribution shall be increased to thirty-five cents (\$.35) per hour.)

B. The contribution provided for in (A) hereof shall be for the purpose of providing such pension benefits for eligible employees, including employees of the Trust Fund, as shall be determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of the Trust Agreement which shall be agreed upon and executed by the parties hereto and attached to this Agreement. For the purpose of this paragraph, Trustees shall not be considered employees of the Trust Fund.

C. The Trust Agreement and Pension Plan Established pursuant to this Agreement shall receive and maintain Treasury Department approval and qualify for the tax exemption provided for by the Internal Revenue Code of 1954, as amended, and the regulations and rulings thereunder.

D. The Employer shall begin to make contributions to the Trust Fund on January 1, 1971. In the event the Treasury Department approval has not been received, or contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, as amended, or the Trust is not in operation by January 1, 1971, or if for any reason the Fund cannot begin to receive contributions by January 1, 1971 then all of the contributions which the Employer is required to make to the Fund shall be paid into a separate, interest-bearing, bank account until such time as the Trust Fund can receive such contributions and interest. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

E. On the date that the Employer is obligated to make contributions into the Pension Fund or into the interest-bearing bank account provided for above, the employees covered by this Agreement upon such date shall automatically cease to participate in the Employer's Pension Plan (if any) then in effect. The Union as the bargaining agent for the employees covered by this Agreement agrees on behalf of each of the said employees who are participants in the Employer's Pension Plan that each of said employees in consideration of the Agreement by the Employer to contribute to the RETAIL CLERKS UNION AND EMPLOYERS PENSION FUND enabling said employees to participate therein shall then withdraw from and surrender, release and relinquish whatever rights, privileges and benefits he has, if any, in the Employer's Pension Plan effective with the date the Employer is obligated to make payments into the RETAIL CLERKS UNIONS AND EMPLOYERS PENSION FUND.

F. The Employer agrees that any retail Employer who executes or has executed a collective bargaining agreement with this Union or with other Local Union, within the geographical jurisdiction of the United Food and Commercial Workers International Union, which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement mentioned above by agreeing to the terms of the Trust Agreement and is accepted for participation in the Fund by Trustees in accordance with the provisions of the Trust Agreement.

#### ARTICLE 41 Term of Agreement

A. This Agreement shall be effective as of 12:00 A.M., September 30, 1979, and shall remain in force and effect until its expiration date, September 25, 1982.

B. On or before sixty (60) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms

and provisions of a successor Agreement. Promptly following such notification, and during such sixty (60) day period, the parties hereto shall meet and engage in such negotiations.

C. If neither party hereto gives notice to the other party of its desire to negotiate a successor Agreement prior to the expiration date of this Agreement as above provided, this Agreement shall automatically be renewed for successive one year terms thereafter.

**FOR THE UNION**

**FOR THE COMPANY**

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**J. W. Kirven**  
*President*

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**R. Randolph Page, Jr.**  
*Director of Personnel*

**SCHEDULE "A" CLASSIFICATION & WAGES COVERING ALL STORES LOCATED IN  
JEFFERSON, WALKER, SHELBY AND ST. CLAIR COUNTIES, ALABAMA**

**ZONE I — RATES**

<b>Full-Time Clerks, Gro., Pro., Wrappers, Checkers (hired and/ or Promoted Prior to 9/30/79); Bakery (hired prior to 9/29/74)</b>	<b>Effective 9/30/79</b>	<b>Effective 3/30/80</b>	<b>Effective 9/28/80</b>	<b>Effective 3/29/81</b>	<b>Effective 9/27/81</b>	<b>Effective 3/28/82</b>
<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
Start	5.71	5.71	5.91	6.11	6.41	7.01
6 Months	5.94	5.94	6.14	6.34	6.64	7.21
12 Months	6.12	6.12	6.32	6.52	6.77	7.37
18 Months	6.46	6.46	6.66	6.86	7.16	7.49
24 Months	6.84	6.84	7.04	7.24	7.54	8.19
30 Months	7.66	7.86	8.16	8.41	8.71	9.06

**Full-Time Bakery Clerks (hired  
and/or promoted prior to  
9/30/79 but hired**

<b>Start after 9/29/74)</b>	<b>5.08</b>	<b>5.08</b>	<b>5.28</b>	<b>5.48</b>	<b>5.78</b>	<b>6.38</b>
6 Months	5.26	5.26	5.46	5.66	5.96	6.53
12 Months	5.40	5.40	5.60	5.80	6.05	6.65
18 Months	5.71	5.71	5.91	6.11	6.41	6.74
24 Months	6.03	6.03	6.23	6.43	6.73	7.38
30 Months	6.53	6.73	7.03	7.28	7.58	7.93
<b>Part-Time Clerks</b>	<b>5.35</b>	<b>5.35</b>	<b>5.35</b>	<b>5.35</b>	<b>5.35</b>	<b>5.35</b>

Part-time clerks after six (6) months shall progress to the starting full-time rate and progress one (1) bracket each nine (9) months thereafter.

<b>Full &amp; Part-Time Utility Clerks</b>	<b>4.21</b>	<b>4.21</b>	<b>4.46</b>	<b>4.46</b>	<b>4.71</b>	<b>4.71</b>
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Utility clerks on this wage scale who are promoted after 9.29.79 shall go to the next highest rate on the "New Hire" full-time scale and then progress one (1) bracket each nine (9) months thereafter.

<b>Assistant Head Grocery Clerk (\$100,000 volume)</b>	<b>7.81</b>	<b>8.01</b>	<b>8.31</b>	<b>8.56</b>	<b>8.86</b>	<b>9.21</b>
<b>Ass't. Head Checker (12 mid.)</b>	<b>7.81</b>	<b>8.01</b>	<b>8.31</b>	<b>8.56</b>	<b>8.86</b>	<b>9.21</b>
<b>Ass't. Pro. Head (12 mid.)</b>	<b>7.81</b>	<b>8.01</b>	<b>8.31</b>	<b>8.56</b>	<b>8.86</b>	<b>9.21</b>
<b>Dairy &amp; Frozen Food Head</b>	<b>7.81</b>	<b>8.01</b>	<b>8.31</b>	<b>8.56</b>	<b>8.86</b>	<b>9.21</b>
<b>Bakery Dept. Head (1 per dept.)</b>	<b>8.13</b>	<b>8.33</b>	<b>8.63</b>	<b>8.88</b>	<b>9.18</b>	<b>9.53</b>
<b>Head Checker (1 per store)</b>						
50,000 — Under	7.96	8.16	8.46	8.71	9.01	9.36
50,001 — 80,000	8.13	8.33	8.63	8.88	9.18	9.53
80,001 — Over	8.30	8.50	8.80	9.05	9.35	9.70

**Grocery & Produce Heads  
(1 each per store)**

25,000 — Under	8.31	8.51	8.81	9.06	9.36	9.71
25,001 — 35,000	8.67	8.87	9.17	9.42	9.72	10.07
35,001 — 50,000	8.73	8.93	9.23	9.48	9.78	10.13
50,001 — 80,000	8.96	9.16	9.46	9.71	10.01	10.36
80,001 — Over	9.20	9.40	9.70	9.95	10.25	10.60

**(Hired and/or Promoted Prior  
to 9/30/79)**

9/30/79      3/30/80      9/28/80      3/29/81      9/27/81      3/28/82

**Full-Time and Part-Time**

**Meat Apprentice**

Start	6.38	6.38	6.58	6.78	7.08	7.68
6 Months	6.67	6.67	6.87	7.07	7.37	7.94
12 Months	6.96	6.96	7.16	7.36	7.61	8.21
18 Months	7.30	7.30	7.50	7.70	8.00	8.33
24 Months	7.69	7.69	7.89	8.09	8.39	9.04
30 Months - Journeyman rate	9.07	9.27	9.57	9.82	10.12	10.47
Journeyman Meat Cutter	9.07	9.27	9.57	9.82	10.12	10.47

**Boxman (1 per store)**

**(Full-Time Employee)**

9.27      9.47      9.77      10.02      10.32      10.67

**Meat Department Head  
(1 per store)**

**Market Volume**

6,250 — Under	9.60	9.80	10.10	10.35	10.65	11.00
6,251 — 9,000	9.69	9.89	10.19	10.44	10.74	11.09
9,001 — 12,000	9.77	9.97	10.27	10.52	10.82	11.17
12,001 — 15,000	9.86	10.06	10.36	10.61	10.91	11.26
15,001 — 20,000	9.98	10.18	10.48	10.73	11.03	11.38
20,001 — Over	10.09	10.29	10.59	10.84	11.14	11.49

**DAIRY—FROZEN FOOD HEAD STORES WEEKLY VOLUME — Under \$100,000 (1 per store)**

\$100,000 and over (1 Dairy-Frozen Food and 1 Assistant Head Clerk both at same rate)

**FULL AND PART-TIME UTILITY CLERKS**

Utility clerks can only perform duties such as sacking, cleaning and assisting customers in getting groceries to the car.

**APPRENTICE**

Individuals employed for the purpose of learning all the details and developing the manual skills for performing, after a stated number of months training, all the duties of a journeyman as commonly accepted in the trade. It is agreed by the parties that markets shall be allowed one (1) apprentice meat cutter for every one (1) journeyman meat cutter.

After thirty (30) months experience and/or service an apprentice will advance to journeymen.

## GROCERY AND PRODUCE HEADS

Employees promoted to Grocery and Produce Department Heads on or after 9/30/79 will go to the 25,000 — Under rate for their zone, where they will remain for six (6) months. Thereafter, they go to their store volume rate.

## NEW HIRE RATES

### ZONE I — RATES

**Full-Time Clerks, Gro., Pro.,  
Wrappers, Checkers, Utility  
Clerks (hired and/or promoted  
after 9/29/79)**

	Effective 9/30/79 Hourly	Effective 3/30/80 Hourly	Effective 9/28/80 Hourly	Effective 3/29/81 Hourly	Effective 9/27/81 Hourly	Effective 3/28/82 Hourly	Effective 6/13/82 Hourly
Start	3.75	3.85	4.20	4.40	4.50	4.50	5.61
6 Months	4.00	4.10	4.30	4.50	4.65	4.85	6.10
12 Months	4.20	4.30	4.40	4.60	4.90	5.05	6.45
18 Months	4.50	4.60	4.70	4.90	5.10	5.35	7.10
24 Months	4.80	4.90	5.00	5.20	5.40	5.65	7.65
30 Months	5.60	5.70	5.80	6.00	6.20	6.45	9.06

## Full-Time Bakery Clerks

**Start (hired after 9/29/79)**

Start	3.50	3.60	4.00	4.20	4.30	4.30	4.50
6 Months	3.75	3.85	4.05	4.25	4.40	4.60	5.10
12 Months	3.95	4.05	4.15	4.35	4.65	4.80	5.50
18 Months	4.20	4.30	4.40	4.60	4.80	5.05	5.90
24 Months	4.55	4.65	4.75	4.95	5.15	5.40	6.00
30 Months	5.00	5.10	5.20	5.40	5.60	5.80	7.93

## Part-Time Clerks

(Including Bakery)

Part-time clerks, after twelve (12) months, shall progress to the starting full-time rate and then progress one (1) brack each nine (9) months.

## Full & Part-Time Utility Clerks

3.25

3.50

3.70

3.80

## Meat Apprentices

### Part-Time

4.12

4.27

4.37

4.47

4.57

4.67

### Start (Full-Time)

4.42

4.52

4.87

5.07

5.17

5.17

6 Months

4.73

4.83

5.03

5.23

5.38

5.58

12 Months

5.04

5.14

5.24

5.44

5.74

5.89

18 Months

5.34

5.44

5.54

5.74

5.94

6.19

24 Months

5.65

5.75

5.85

6.05

6.25

6.50

30 Months — Journeyman Rate



## ZONE II — RATES

Full-Time Clerks, Gro., Pro., Checkers, Wrappers (hired and/ or promoted prior to 9/30/79); Bakery (hired prior to 9/29/74)	Effective 9/30/80 Hourly	Effective 3/30/80 Hourly	Effective 9/28/80 Hourly	Effective 3/29/81 Hourly	Effective 9/27/81 Hourly	Effective 3/28/82 Hourly
Start	5.56	5.56	5.76	5.96	6.26	6.86
6 Months	5.79	5.79	5.99	6.19	6.49	7.06
12 Months	5.97	5.97	6.17	6.37	6.62	7.22
18 Months	6.31	6.31	6.51	6.71	7.01	7.34
24 Months	6.69	6.69	6.89	7.09	7.39	8.04
30 Months	7.51	7.71	8.01	8.26	8.56	8.91

### Full-Time Bakery Clerks (hired and/or promoted prior to 9/30/79 but hired after 9/29/74)

Start	4.93	4.93	5.13	5.33	5.63	6.23
6 Months	5.11	5.11	5.31	5.51	5.81	6.38
12 Months	5.25	5.25	5.45	5.65	5.90	6.50
18 Months	5.56	5.56	5.76	5.96	6.26	6.59
24 Months	5.88	5.88	6.08	6.28	6.58	7.23
30 Months	6.38	6.58	6.88	7.13	7.43	7.78
<b>PART-TIME CLERKS</b>	5.20	5.20	5.20	5.20	5.20	5.20

Part-time clerks after six (6) months shall progress to the starting full-time rate and then progress one (1) bracket each nine (9) months thereafter.

### Full & Part-Time Utility Clerks

Utility clerks on this wage scale who are promoted after 9/29/79 shall go to the next highest rate on the "New Hire" full-time scale and then progress one (1) bracket each nine (9) months thereafter.

Ass't. Head Gro. Clerk (\$100,000 Volume)	7.66	7.86	8.16	8.41	8.71	9.06
Ass't. Head Checker (12 mid.)	7.66	7.86	8.16	8.41	8.71	9.06
Ass't. Pro. Head (12 Mid.)	7.66	7.86	8.16	8.41	8.71	9.06
Dairy & Frozen Food Head	7.66	7.86	8.16	8.41	8.71	9.06
Bakery Dept. Head (1 per dept.)	7.98	8.18	8.48	8.73	9.03	9.38
Head Checker (1 per store)						
50,000 — Under	7.81	8.01	8.31	8.56	8.86	9.21
50,001 — 80,000	7.98	8.18	8.48	8.73	9.03	9.38
80,001 — Over	8.15	8.35	8.65	8.90	9.20	9.55

**Grocery & Produce Heads**

(1 Each Per Store)

25,000 — Under	8.16	8.36	8.66	8.91	9.21	9.56
25,001 — 35,000	8.52	8.72	9.02	9.27	9.57	9.92
35,001 — 50,000	8.58	8.78	9.08	9.33	9.63	9.98
50,001 — 80,000	8.81	9.01	9.31	9.56	9.86	10.21
80,001 — Over	9.05	9.25	9.55	9.80	10.10	10.45

**Full-Time and Part-Time Meat Apprentice (hired and /or promoted prior to 9/30/79)**

	Effective 9/30/79 Hourly	Effective 3/30/80 Hourly	Effective 9/28/80 Hourly	Effective 3/29/81 Hourly	Effective 9/27/81 Hourly	Effective 3/28/82 Hourly
Start	6.23	6.23	6.43	6.63	6.93	7.53
6 Months	6.52	6.52	6.72	6.92	7.22	7.79
12 Months	6.81	6.81	7.01	7.21	7.46	8.06
18 Months	7.15	7.15	7.35	7.55	7.85	8.18
24 Months	7.54	7.54	7.74	7.94	8.24	8.89
30 Months — Journeyman Rate	8.92	9.12	9.42	9.67	9.97	10.32
Journeyman Meat Cutter	8.92	9.12	9.42	9.67	9.97	10.32

**Boxman (1 per store)**

(Full-Time Employees)	9.12	9.32	9.62	9.87	10.17	10.52
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**Meat Department Head (1 per Market Volume store)**

6,250 — Under	9.45	9.65	9.95	10.20	10.50	10.85
6,251 — 9,000	9.54	9.74	10.04	10.29	10.59	10.94
9,001 — 12,000	9.62	9.82	10.12	10.37	10.67	11.02
12,001 — 15,000	9.71	9.91	10.21	10.46	10.76	11.11
15,001 — 20,000	9.83	10.03	10.33	10.58	10.88	11.23
20,001 — Over	9.94	10.14	10.44	10.69	10.99	11.34

**Dairy-Frozen Food Head — Stores Weekly Volume — Under \$100,000 (1 per store)**

(\$100,000 and over) (1 Dairy-Frozen Food and 1 Assistant Head Clerk both at same rate)

**Full and Part-Time Utility Clerks**

Utility clerks can only perform duties such as sacking, cleaning and assisting customers in getting groceries to the car.

**Apprentice**

Individuals employed for the purpose of learning all the details and developing the manual skills for performing, after a stated number of months training, all the duties of a journeyman as commonly accepted in the trade. It is agreed by the parties that markets shall be allowed one (1) apprentice meat cutter for every (1) journeyman meat cutter.

After thirty (30) months experience and/or service an apprentice will advance to journeyman.

### Grocery and Produce Heads

Employees promoted to Grocery and Produce Department Heads on or after 9/30/79 will go to the 25,000 — Under rate for their zone, where they will remain for six (6) months. Thereafter, they go to their store volume rate.

### ZONE II

#### NEW HIRE RATES

Full-Time Clerks, Grocery, Produce, Wrappers, Checkers, (hired and/or promoted after 9/29/79)	Effective 9/30/79 Hourly	Effective 3/30/80 Hourly	Effective 9/28/80 Hourly	Effective 3/29/81 Hourly	Effective 9/27/81 Hourly	Effective 3/28/82 Hourly	Effective 6/13/82 Hourly
Start	3.60	3.70	4.05	4.25	4.35	4.35	5.46
6 Months	3.85	3.95	4.15	4.35	4.50	4.70	5.95
12 Months	4.05	4.15	4.25	4.45	4.75	4.90	6.30
18 Months	4.35	4.45	4.55	4.75	4.95	5.20	6.95
24 Months	4.65	4.75	4.85	5.05	5.25	5.50	7.50
30 Months	5.45	5.55	5.65	5.85	6.05	6.30	8.91

#### Full-Time Bakery Clerks (Hired After 9/29/79)

Start	3.35	3.45	3.85	4.05	4.15	4.15	4.35
6 Months	3.60	3.70	3.90	4.10	4.25	4.45	4.95
12 Months	3.80	3.90	4.00	4.20	4.50	4.65	5.35
18 Months	4.05	4.15	4.25	4.45	4.65	4.90	5.75
24 Months	4.40	4.50	4.60	4.80	5.00	5.25	5.85
30 Months	4.85	4.95	5.05	5.25	5.45	5.65	7.78

#### Part-Time Clerks (incl. bakery)

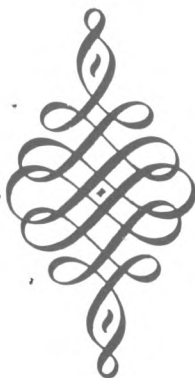
Full & Part-Time Utility Clerks	3.30	3.45	3.55	3.65	3.75	3.85	
	3.25		3.35		3.55		3.65

Part-time clerks after twelve (12) months shall progress to the starting full-time rate and then progress one (1) bracket each nine (9) mos.

#### Meat Apprentices

(hired or promoted after 9/29/79)

Part-time	3.97	4.12	4.22	4.32	4.42	4.52	
Start (Full-Time)	4.27	4.37	4.72	4.92	5.02	5.02	
6 Months	4.58	4.68	4.88	5.08	5.23	5.43	
12 Months	4.89	4.99	5.09	5.29	5.59	5.74	
18 Months	5.19	5.29	5.39	5.59	5.79	6.04	
24 Months	5.50	5.60	5.70	5.90	6.10	6.35	
30 Month — Journeymen Rate							



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